SECTION – V

(VOLUME –1)

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT
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SECTION - V

SPECIAL CONDITIONS OF CONTRACT

1.0 PROJECT DESCRIPTION:

This Project envisages ***Segregation of Existing Agricultural loads***

1.1 The bidder shall quote for construction of the entire Scope of the work. Based on the estimates prepared by the AEE/AE of the sub-division, individual work award/order will be issued by the Executive Engineer duly specifying the quantum of the work to be executed and completion period as specified in IFB 14.1.

1.2 The contractor shall get the approvals for the GTP/drawings of Poles, SPMT structure, line hardware materials, insulators, 25 /63 KVA BEE star-1 (4 star) Distribution Transformer, Rabbit Conductor etc., from the owner before commencing the manufacturing.

1.3 Statutory Clearances and Way leave:

The construction of HT/LT lines shall be as per established code of practice and fulfill the requirements of statutes. Any way leave problem, obstacle, hindrance should be cleared by the contractor. The owner shall also stand by the contractor and extend necessary help and co-operation for removal of obstructions and hindrances. Delay in obtaining any clearance including right of way shall not form a ground for extension in the period for completion of works and waiver of the penalties.

However, if the delay in obtaining any clearance including right of way (ROW) is not attributable to the contractor, upon receipt of the contractor's request, the owner may evaluate the situation and may, at its discretion, extend the time for performance.

All necessary approvals of the concerned authorities are to be obtained before execution of the works by the successful bidder and necessary assistance will be rendered by the owner.

1.4 Tree cutting and tree cut compensation, crop compensation; Electrical inspectorate charges and any other statutory charges

towards other Govt. utilities for work permission if required would be organized to be paid by the contractor. The Owner shall render necessary help for fixing the compensation through horticulture / agriculture department. The compensation / charges so paid by the Contractor shall be reimbursed separately by the owner as per actuals.

1.5 The Owner however in case of any obstructions/hindrances will render necessary assistance to the contractor in terms of part-III, section-10, 16 & 18 of Indian Telegraphic Act 1885, the power of which are vested with KPTCL by Government Order No. PWD 20 EEB 69 dated 22/25th July 1969.

2.0 SCOPE OF PROPOSAL:

2.1 The detailed scope of work covered under the package is specified in the clause 1.5 of Section IFB.

2.2 The Transportation charges shall be the same for all modes of Transport and shall be included in the Contract Price. The Transportation charges shall include Unloading charges at Site.

2.3 For the purpose of supply & erection of Equipment and Materials the Work 'Site' shall mean the locations where the Goods are delivered and accepted by the Contractor. The Contractor shall decide the location of the Site and set up his Stores for purpose of storing the Materials.

2.4 The Equipment's Offered by the Bidder shall be complete in all respects with all Mountings, Fittings, Fixtures and Standard Accessories. Any Material and Components not specifically stated in the Specifications and Documents and which is necessary for Trouble Free Operations of Equipment's and accessories specified in these Specifications, shall be deemed to be included unless specifically excluded. All such Equipment's, Accessories shall be supplied without any extra Cost.

2.5 Insurance coverage for the Equipment's/ Materials shall be from the Manufacturer's Work till taking over in accordance with the Contract and shall include coverage for Inland Transportation, receipt of Storage at Site and Erection, Testing and Commissioning at Site prior to taking over by the BESCOM as per **Clause 14.0** infra.

2.8 **Information required along with the Bids:**

The bidder must clearly indicate the sources of equipment's/ materials, man power facilities, Tools and Tackles etc., under the scope of the contract in the Techno-commercial sheet.

2.9 **Drawing & Annexures:**

a) All Drawings & Annexures appended to this Bidding Document shall form part of the Technical Specification and supplement the requirements specified.

b) The Technical Specification shall be read and construed in conjunction with the Drawings and the Annexures to determine the Scope of Work and Terminal points. The successful Bidder shall not take up manufacturing of any equipments / materials and go ahead with the execution of works unless the drawings & GTP's are approved. In case there is any discrepancy between the specification and approved drawings, the same shall be brought to the notice of the Owner within 15 days.

2.10 **Site Location and Local Conditions:**

It will be imperative on each Bidder to fully inform himself of all Local Conditions and factors which may have any effect on the Supply &erection and Services covered under these Documents and Specifications.

It shall be understood and agreed that such factors have been properly investigated and considered in any Bid that is submitted. No Claim for Financial adjustments to the Contract Awarded under these Specifications and Documents will be entertained by the BESCOM. Neither change in the time Schedule of the Contract nor any Financial adjustments arising thereof shall be permitted by the BESCOM, which are based on incorrect information or its effect on the Contract to the Bidder.

The Equipment shall be packed for Transportation so as to meet the Space and Weight limitation of Transport facilities especially along the Rail/ Road. Approval from concerned Railway Authorities for movement of over dimensional Consignment/Package shall be obtained by the Contractor before starting Manufacture of such Equipment.

2.11 The Requirements, Conditions, Appendices etc., stated in various sections of Volume-I, Volume-II and Volume-III shall be considered as part of this Section as if bound together. In case of any discrepancy between the provisions of this Section and other Sections, the provisions of this Section shall prevail.

2.12 Unless brought out clearly, the Bidder shall be deemed to conform strictly to the Bid Documents. The Bids shall, as far as possible, be according to the Specifications. However, Minor deviations, if any, shall be clearly brought out in the respective Schedules of Deviations. Any discrepancy between the Specification and the Catalogues of the Bid, if not clearly brought out in the Schedule, will not be considered as valid Deviation.

3.0 BILL OF MATERIALS AND SUPERVISORY SERVICES:

3.1 List of Materials to be supplied and installed by the Contractor is furnished in Section –1- Techno commercial sheet, Volume-III. However, **any materials/equipment's which are not included in the item rate schedule of supply and erection part, but required to complete the work shall be carried out by the successful bidder on recommendation of the Engineer-in-charge as well as approval from the Chief Engineer Electy, BRAZ, BESCOM at prevailing SR rate including loading factors as stated in 1.0 note (i) above + approved tender premium and shall be considered to be included in the scope of the work. If the SR rate is not available, then mutually agreed rate will be considered.**

3.2 **Services:**

The Bidder shall quote his charges payable for providing Services for Erection, Testing, Commissioning and Civil Works etc, in quoted in the percentage above or below or equal the amount put to tender for the scope of erection charges under the contract. These shall be inclusive of all Taxes, charges and incidentals.

4.0 D**UTIES AND POWERS OF THE ENGINEER AND ENGINEER'S REPRESENTATIVES:**

5. 1 The Duties of the Engineer are to supervise the Work of the Contractor and issue Suitable directions if needed. The scope of the Duties of the Engineer, pursuant to the Contract will include but not limited to the following:

a) Interpretation of all the Terms and Conditions of these Specifications and Documents.
b) Witness, or authorize his Representative to witness, Tests and Trial either at the Manufacturer's Work or at Site or at any place where the Work is performed under the Contract.
c) Inspect, accept or reject any Equipment Material and Work under the Contract.

d) Review and interpretation of all the Contractor's Drawings, Engineering Data etc.
e) Issue Certificate of acceptance and/or progressive Payment and final Payment Certificates.
f) Review and suggest Modifications and improvements in Completion Schedule from time to time.
g) Review the Quality of Work at all the stages of Project implementation.

5.2 The Engineer, his duly authorized Representative and/or an outside agency acting on behalf of the Owner shall have at all the reasonable times, access to the Contractor's premises or Works and shall have the power to inspect and examine the Materials and Workmanship of the Works during its Manufacture or Erection and if part of the Works is being Manufactured or assembled at other premises or Works, the Contractor shall obtain for the Engineer and for his duly authorized Representative, permission to inspect, as if the Materials /Equipment's are Manufactured or assembled on the Contractor's premises or Works. On Completion of the Erection of the Equipment's and before commissioning each item, the Equipment's shall be thoroughly cleaned and then inspected jointly by the Engineer and the Contractor for correctness and completeness of Installation so that the Equipment's are ready for pre-Commissioning Tests to be performed. The Contractor's Commissioning Engineers shall be responsible for carrying out all the pre-Commissioning Tests of the various Equipment's/Materials installed in the HT/LT Distribution system.

5.3 The following actions are however subject to approval of the Owner:
a) Determining extension of time.
b) Issuing a Variation Order except:
    i.) In an emergency situation as reasonably determined by the Engineer.
    ii.) If such variation Order would increase the Contract Price.

5.4 The Engineer's Representatives are responsible to the Engineer and their Duties are to watch and supervise the Works, to Test and examine any Materials to be used or Workmanship employed in connection with the Works. He has no authority to relieve the Contractor of any of the Duties or obligations under the Contract nor except as expressly provided hereunder or

elsewhere in the Contract, to Order any Work involving delay or any extra Payment nor to make any variations of/or in the Works.

5.5 The Engineer may, from time to time, delegate in writing to the Engineer's Representative any of the Powers, Authorities vested with the Engineer and furnish to the Contractor a copy of all such written delegation of Powers and Authorities. Any written instruction or approval given by the Engineer's Representative to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor and the Owner as though it has been given by the Engineer provided always as follows:

a) Failure of the Engineer's Representatives to disapprove any Work or Materials shall not prejudice the Power of the Engineer thereafter to disapprove such Work or Materials and to Order the pulling down, removal or breaking thereof.

b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.

6.0 BASIS OF EVALUATION:

As this bid document is for a total turnkey key, covering supply of all matching materials/equipments, erection, testing and commissioning of Transformer centers, 11KV Lines, and LT lines, the Bidder shall quote the **percentage above or below or equal to the amount put to tender of the entire scope of contract** indicated in the E-procurement portal - financial bid offer, **which shall be** inclusive of all applicable taxes, duties & F&I charges. The offer will be considered as “incomplete” and the bid will be liable for rejection, if all the equipments identified under Contractor’s scope of supply and services are not offered.

While awarding the contract, the approved percentage will be uniformly applied to the **to the computed rates of individual materials/items of supply and erection (*unit rate as per CSR 2023-24 including loading factors as mentioned in 1.0 note (i) IFB)* under the scope of the contract to arrive the unit FORD price of individual materials/items and thereby by arriving the total contract price.**

7.0 Procedure for Evaluation of Technical Bid:

7.1 The Bids are liable to be treated as non-Responsive if the Offers do not comply with the following:

1. Qualifying Requirements of the Bidder shall be as per Clause 11.0, Section - 1, Invitation for Bid- IFB, Volume-I.
2. Bid Security/EMD shall have been paid as per Clause 19.0 Section-II, Instructions to Bidder-ITB, Volume-I.
4. Completion Period shall be as specified in the Bid.
5. Technical Particulars of all the Equipments/ Materials shall be complying with the provisions of Technical Specifications Volume-II.
6. Bid shall be submitted for the entire Scope of Package.
7. Bid containing Certificate for Acceptance to Important Conditions as per Clause No. 17 of Section-V, Special Conditions of Contract- SCC, Volume-I.

8.0 TERMS OF PAYMENT:

8.1 The payment shall be made on individual work award/order-wise after completion of the work in all respect as detailed in the following sub-paragraphs at the concerned C, O&M Division.

8.2 STAGES OF PAYMENT:

The Price Component of Materials/ Equipment's supply and installation at Site by the Contractor shall be paid as indicated in the below:

a) 100% of the total materials/equipment's supply and erection charges including taxes & duties, Freight & Insurance charges as mentioned in the award shall be paid against **completion and commissioning of each work award/order in all respects** issued by the concerned division, subject to submission of the following documents:

i. Copy of the Certificate of Transit Insurance.
ii. Pre-dispatch clearance certificate issued by the owner, prior to dispatch of the consignment.
iii. Packing list/ bill of materials.
iv. Contractor's Detailed Invoice.
v. Physical Verification Certificate by the site Engineers for the quantum of works executed and successful completion of the works.

vi. Approval letter of Electrical inspectorate, Gok in respect of commissioning of the Transformer/Lines as applicable.
vii. Taking over Certificate as per clause No. 9.0 of Section-V, Special Conditions of Contract- SCC.
viii. Captured data of longitude and latitude of the location of IP set/s and existing/installed Transformer.

8.3 The Bills will be passed on the basis of the following certificates:

i. Certificate recorded by the Contractor that the work has been executed as per the Terms and Conditions of the detailed work award/Work award/order placed and Agreement entered into by the Contractor with BESCOM.
ii. Certificate recorded by the Junior Engineer, Elec/Asst. Engineer, Elec designated as "Site Engineer or Engineer in charge of Work" to the effect that the work has been executed as per the Terms and Conditions of the detailed work award/Work award/order placed and Agreement entered into by the Contractor with BESCOM.
iii. Certificate recorded by the Asst. Executive Engineer, Elec, who is the Sub-Divisional Officer in charge for having the work executed as per the Terms and Conditions of the detailed work award/Work award/order placed and Agreement entered into by the Contractor with BESCOM.
iv. Countersignature of the Executive Engineer, Elec who is the Divisional Officer under whose jurisdiction the Contract is being executed.
v. The Terms and Conditions of the detailed work award/Work award/order placed and Agreement entered into by the Contractor with BESCOM.
vi. Certification of all above shall be recorded in the MB book.

8.4 Procedure for submission of bills and payments:

i. The authorized representatives of the Engineer-in-charge and the Contractor shall jointly take the measurements along with the BESCOM. The representative of the Engineer-in-charge will give a 15 days' notice to the Contractor of his intention to record the measurement immediately on report of completion & commission of individual work award/order by the Contractor in

all respects and if the Contractors' representative fails to join the Engineer-in-charge representative, then proceed with the measurements by himself with BESCOM and the Contractor shall have to accept these measurements as correct and binding on him.

ii. The Contractor shall submit an application /Bill in quadruplicate (4 copies) to the Engineer-in-charge in prescribed form approved by the Engineer along with the joint measurements and relevant documents & certification as stated in 8.2 & 8.3 above.

iii. Payment will be made as per actual at the approved prices of detailed work award (DWA) and procedure prevalent in the BESCOM.

iv. Payment will be made at the accepted rates for all works done according to the specifications and measurements and after commissioning the same. However, where approval of the Inspectorate authorities is required under statute, payment shall be made only after such approval and after the work is duly charged.

v. It is the responsibility of the Contractor to care and protection of the materials at his own cost and his liability to make good the damage if any, unless and until the whole work is deemed to have been completed and commissioned and handed over to the BESCOM, in accordance with the terms and conditions of the Contract.

vi. The payments to Contractor are subject to recoveries, which are due from the Contractor.

vii. The Contractor shall submit the price variation (PV) claims within one month of supply of individual materials where price variation is applicable with all relevant documents to the Chief Engineer Electy, BRAZ, BESCOM for verification and approval. After approval, the price variation bills need to be submitted to the concerned division for payment, along with the official memorandum issued for admitting the Price variation. The final settlements under the contract should be claimed within 3 months from the date of expiry of the contract.

8.5 It is made clear that, notwithstanding anything contained to the contrary in the Bid Documents elsewhere, Storage Insurance for

Materials/ Equipments stored at the Site by the Contractor shall be to Contractor's account alone and no amount whatsoever is payable by the Owner.

8.6 All payments under the Contract shall be in Indian Rupees only.

8.7 The Total Payments towards Supply & erection of Equipment's/Materials, Erection Charges and Civil Engineering Works etc., as per the Contract shall be governed by the Clauses 34.0 & 35.0 of Section –III, General Conditions of Contract-GCC, Volume-I.

9.0 TAKING OVER:

Upon successful Completion of all the Tests to be performed at Site on Equipments erected by the Contractor, the Engineer shall issue to the Contractor a "**Taking over Certificate**" as a proof of the final acceptance of the Equipment. Such Certificates shall not reasonably be with held nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the Commercial Operation and/or cause any serious risk to the Equipment. Such Certificates shall not relieve the Contractor of any of his obligations, which otherwise survive by the Terms and Conditions of the Contract after issuance of such Certificate.

10.0 WORK SCHEDULE:

10.1 The Bidder shall include in this **Work Schedule** his program for furnishing fabrication drawing/GTP as per BESCOM specification, Testing, Supply & erection of Materials covered in the Bid Documents. The Program shall be in the form of Activity Chart identifying Key Phases in various areas of the total Works like procurement of Materials and Bought Out items, Testing, Manufacture, deliveries and Field activities. The Activity Chart shall conform to the following Scheduled Commissioning Period reckoned from the date of detailed work award.

10.2 **CONTRACT PERIOD:**

The Contract is valid for a period of one year from the date issue of detailed work award.

10.3 **COMMISSIONING PERIOD:** Even though the detailed work award is valid for a period of one year from the date issue of

award, the Commissioning period for each of the individual works will be indicated in the individual award/order by the concerned Executive Engineer and entire assigned work shall be completed and commissioned in all aspects within time period indicated in the individual award / order INCLUDING MONSOON PERIOD.

10.4 It is suggested that before finalizing the orders for purchase /manufacture of materials the Contractor undertakes to survey the works to be carried out based on the IP sets seniority list provided by the concerned Executive Engineer and makes a reliable estimate of the actual quantity of each material required for the intended works. The Engineer-in-charge shall arrange to facilitate the Contractor by furnishing the details of the works and route profile etc., as may be required for the purpose, including deputing the BESCOM officers to the extent deemed necessary by him. However, delay if any in this regard shall not constitute a valid ground for delay in completion of works.

10.5 After the Award of the Contract, the Contractor shall Plan for submission of GTP/drawing, sequence of Work of Manufacture, supply and Erection to meet the dates stated above and shall ensure that all Work / Manufacture, shop Testing and dispatch of the Equipment and Materials is in accordance with the required Construction / Erection sequence.

10.6 The provisions of penalty leviable in case of delay in Completion shall become effective after the periods mentioned above for successful Completion of Testing and Commissioning.

10.7 During execution of the Contract / Manufacture/ Erection / Commissioning, the Contractor shall furnish fortnightly Progress Reports to the Engineer in a Format to be specified by the Engineer indicating the Progress up to the Month as against Scheduled and Anticipated Completion Dates in respect of Activities covered in Programs/ Schedules referred above. If called for by the Engineer, the Contractor shall also furnish to the Engineer resources Data in the specified Format(s), and Time Schedule(s). The Contractor shall also furnish any other information necessary to ascertain Progress, if called for by the Engineer.

11.0 INDEMNITY BOND:

11.1 It will be the responsibility of the Contractor to take Delivery, Unload and Store all the **Material/Equipments**. The Contractor shall execute an Indemnity Bond as per the Proforma enclosed to Section ITB infavour of the BESCOM against Loss, Damage and any Risks involved for the full value of these Materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the Supplies and shall be valid till the Scheduled Date of Testing, Commissioning and handing over of the Work to the Engineer.

12.0 CONTRACT PRICE ADJUSTMENT:

In accordance with Clause 14.0 of Section –II, Instruction to Bidder-ITB, Volume-I and Clause 33.0 of Section –III, General Conditions of Contract-GCC, Volume-I.

13.0 PENALTY FOR DELAY IN COMPLETION:

13.1 The Bidder shall clearly note that time is the essence of the Contract and the execution of individual work award/order shall be completed within the Time frame specified in the **individual award/order** and hence no time extension shall be allowed on any account. If the Contractor fails to successfully complete the Trial Operation in terms of the Contract, within the time fixed under the Contract or any extension thereof granted by the Owner by way of Amendment to the individual work awards /detailed work award/ Contract Agreement, the Contractor shall pay to the BESCOM, as Penalty.

13.2 The penalty shall be ½ % per week of delay or part thereof on the portion of the individual work award/order which is not completed for beneficial use within the time stipulated in relevant clause of the contract, subject to a maximum of 10% on the individual work award/order cost.

13.3 The total amount of **Penalties** for delay under the Contract shall be subject to a Maximum of Ten percent (10%) of the total Contract amount and the Owner has got every right to terminate the Contract without any liability if it crosses 10%.

13.4 In case the successful bidder fails to execute the works as per the program, the works are progressing at a slow pace, the owner reserves its right to get the balance or part of

supplies/works executed through other agencies at the risk and cost of the successful bidder, this is in addition to the right of the Owner to recover any damage from the contractor and also blacklisting.

14.0 STORAGE CUM ERECTION INSURANCE:

14.1 All the Equipment and Materials being supplied by the Contractor for the package shall be kept completely insured by the Contractor at his Cost from the time of dispatch from their Works, up to the Completion of Erection Testing and Commissioning at Site and taking over of the project by the Owner in accordance with the Contract.

14.2 It will be the responsibility of the Contractor to Lodge, Pursue and Settle Claims with the Insurance Company in case of any Damage, Loss, Theft, Pilferage or Fire and the Owner shall be kept informed about it. The Contractor shall be responsible for the, replacement of losses, Damage etc. in the execution of the Contract to any Equipment/ Material either supplied by the Contractor irrespective of the time or amount of receipt of Insurance Claim. Any loss in this shall be to the Contractor's account.

15.0 GUARANTEES AND LIQUIDATED DAMAGES FOR NON-PERFORMANCE OF THE EQUIPMENT’s:

15.1 The Bidder shall guarantee for the equipment’s/materials supplied as per the clause 15 of GCC.

15.2 The equipment offered shall meet the rating and performance requirements stipulated in Technical Specification of equipment or indicated in Data requirement.

15.3 If the equipment’s/materials are not met IS/IEC standard at factory tests, then Owner will reject the equipment’s/materials and the contractor shall offered for re-inspection by paying the re-inspection charges as notified by the owner.

15.4 The ratings and standard losses of the below mentioned equipment are guaranteed as per Energy efficiency level 1 specified in IS 1180:2014 (Part I).

Equipment	**Rating**	**Max losses at 50%**	**Max losses at 100%**

		(watts)	(watts)
25KVA, 11/0.433kV, 3 phase Distribution Transformer	BEE Star-1 (4 star)	190	635
63 KVA, 11/0.433kV, 3 phase Distribution Transformer	BEE Star-1 (4 star)	340	1140

15.4 If the aforementioned guarantees are not established at factory tests, then the owner shall reject transformer at risk, cost and responsibility of the successful bidder.

15.5 A minimum guarantee of ***Sixty Months (60) Months in respect of 25 /63 KVA BEE Star-1 (4 Star) Distribution Transformers and 12 (Twelve) months for all other equipment's/materials of the work commencing immediately upon the satisfactory commissioning as per OWNER OM No. GM(QS&S)/DGM(El.,)-3)/BC-11/19-20/CYS-12 Date:29.04.2019***. The liability contractor shall be replacement of any defective parts in the equipment or whole of his own manufacture or those of his vendors.

15.6 If BESCOM insists for type test of ***25 /63 KVA BEE Star-1 (4 Star) Distribution Transformer*** supplied against the Dispatch instruction (DI) issued, the samples ***(1 No for every lot of 200 DTs (or less) and at least 2 DTs of lot size 200-500 nos.)*** shall be selected in each lot/DI at random by authorized BESCOM officer/ Official in presence of the authorized representative of contractor and manufacturer. This randomly selected samples shall be properly sealed with the signature of both the parties affixed on the sample and shall be sent to M/s. CPRI /ERDA for conducting Type Tests as prescribed by IS/IEC/BESCOM Specification.

15.7 *The type test charges shall be paid upfront by Contractor & such type test charges shall be reimbursed to the contractor in case the Transformer passes the type test successfully. The type test charges will not be reimbursed if the Transformer fails in the type test and the entire lot will be rejected and contractor has to replace the entire lot at his own cost. Even the replaced lot will be subjected to testing as above, once the samples are passed the tests then only the lot will be accepted otherwise it will be rejected at risk, cost and responsibility of the contractor and action will be initiated on the contractor as per terms and conditions of contract and black listing such manufacturer.*

16.0 PRE-COMMISSIONING TESTS AND TAKING OVER:

16.1 Pre-Commissioning Tests:

On Completion of Erection of the Equipment's/materials and before Charging, each item shall be thoroughly cleaned and then inspected jointly by the Owner or his duly authorized Representative and the Contractor for correctness and Completeness of Installation and acceptability for Charging leading to initial Pre - Commissioning. The Contractor's Commissioning Engineers, specifically identified as far as possible, shall be responsible for carrying out all the Pre-Commissioning checks. On Completion of inspection, checking and after the Pre-Commissioning Tests are satisfactorily over, the Complete Lines and Transformers shall be ready for Charging.

During the Pre-Commissioning checks, the operations shall be under the supervision of the Contractor, but the Schedule of Operations shall be agreed to by the Owner and the Contractor. During the Tests, the safety of the Lines and Transformers, Materials etc., is the responsibility of the Contractor. During the pre-Commissioning, Commissioning and Performance Guarantee Tests, the Operations will be under the supervision of the Contractor, if the Tests are being carried out by him. In case the Tests are being carried out by a third Party, the Operations will be under the control of the Owner. In both cases, all aspects of the Tests shall be agreed to by the Owner and the Contractor The safety of the Equipment shall be the responsibility of the Contractor.

16.2 Rejection:

16.2.1 The Owner will reject any Material/Equipment supplied by the Contractor if, during Tests, or Service, any of the following conditions arise when the provisions under the relevant Clause of the General Conditions of Contract shall immediately become applicable:

a) Material/Equipment, including its Components, are proved to have been manufactured not in accordance with the agreed Specifications.
b) Material/Equipment fails on any Test indicated in the Technical Specification.

16.2.2 The Owner reserves the right to retain the rejected Equipment and take it into service until the Bidder replaces, at no extra Cost to the Owner, the defective Material by a new Material.

Alternately the Bidder shall Repair or Replace the Equipment within a reasonable period to the satisfaction of the BESCOM at no extra Cost to the BESCOM. **Till the equipments are replaced, the performance bank guarantee will not be released by the owner.**

17.0 Bidders shall be required to furnish a Certificate in Format enclosed at **Annexure-VI** for acceptance of Important Conditions mentioned in 17.1 above in a separate envelope containing Bid Security.

18.0 GENERAL INFORMATION:

18.1 The requirements stated in and Schedule/ Annexures appended to the Conditions of Contract, Bid Proposal Sheets, Technical Specifications and Exhibits/ Enclosures shall apply to and shall be considered as a part of this Section as if bound together.

18.2 The Design and Workmanship shall be in accordance with best Engineering Practices to ensure Satisfactory Performance throughout the service life of the Equipment.

18.3 Arbitration: The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Owner and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties;

(b) Arbitration proceedings shall be held at Bangalore, Karnataka state.

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor

by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

18.4 In case of discrepancy between the Conditions specified in Invitation for Bids (IFB), Instruction to Bidders (ITB), General Conditions of Contract (GCC) and this Section (SCC), the stipulations specified in this Section (SCC) shall prevail.

-S/d-
Chief Engineer (Ele),
BRAZ, BESCOM

"END OF SECTION –V : SCC"